

## Aritco product warranty

This Aritco products warranty is issued by the Aritco factory (Aritco Lift AB). We are proud of our world class quality products and therefore warrant the quality of the Aritco lifts in accordance with the conditions set out in this document.

The Aritco Partners are distributors of the Aritco lifts and work closely with us to make sure you receive world class support. For the avoidance of doubt, except as explicitly stated in this Aritco product warranty, nothing herein shall entail that Aritco lift AB is contractually obliged in any way towards the owner, buyer or seller of an Aritco Lift.

Aritco's product warranty is transferrable to a subsequent owner of the lift, but only for the remainder of the unused portion of the product warranty period and if the lift continues to be serviced by an Aritco Partner.

## DEFINITIONS

**Aritco** – Aritco Lift AB

**Aritco Partner** – a company that is authorized to distribute Aritco lifts and that has entered a Partner Contract with Aritco, certifying the knowledge and competence of that company in relation to Aritco lifts

**End-user** – a company or a private person who owns and is using an Aritco lift, originally sold, delivered and installed by an Aritco Partner

**Product warranty** – Aritco's warranty commitment according to this document

**Warranty period** – 5 years on the lift

10 years on the drive technology (screw and drive nut)

**Installation checklist** - a checklist to verify that all relevant steps have been taken to verify the safe and fault free installation of an Aritco lift. The checklist is provided by Aritco, but the Aritco Partner can also use a harmonized checklist approved by Aritco

## WHAT IS COVERED

Aritco warrants its new lifts to be free from defects in material and workmanship during the warranty period, on the conditions that the prerequisites for the product warranty stated herein are fulfilled and subject to that the defect is not exempted in accordance with what is expressly stated under "WHAT IS NOT COVERED" below.

## DURATION OF COVERAGE

The product warranty is measured from the date stated on the mandatory installation checklist.

Any repair or replacement of parts, or the performance of service under this warranty, does not extend the term of this warranty beyond its original expiration date.

### **ARITCO'S RESPONSIBILITY**

Aritco's sole and exclusive obligation under this 5-year warranty coverage is limited to either of the following, at Aritco's discretion: (i) repairing a defective part or (ii) replacing such part or parts with new parts. Aritco reserves the right to improve or modify lifts from time to time without assuming an obligation to modify lifts previously manufactured.

### **RESPONSIBILITY OF THE ARTICO PARTNER**

When an Aritco Partner receives a warranty claim from an End-user or is notified of a fault during a service or maintenance routine, the Aritco Partner will within a reasonable amount of time file the warranty claim with Aritco in accordance with the warranty claim process.

### **END-USER RESPONSIBILITY**

The End-user shall make sure that all regular maintenance is performed in compliance with the schedule in the applicable Aritco Operation and Maintenance Manual. Records of service and maintenance performed on the lift shall be available on request from Aritco. Aritco reserves the right to make the product warranty void if the proof of proper maintenance is missing. The lift must be serviced by an Aritco Partner.

### **PREREQUISITES FOR THE PRODUCT WARRANTY**

The lift must be installed by an Aritco Partner to be valid.

Warranty claims registered at Aritco six (6) month or longer after the fault has been noticed by the user or the Aritco Partner are not valid.

- This product warranty is further not valid if any of the following conditions apply:
- Lift has been modified without authorisation from Aritco
- The lift has been stored in an outdoor and/or humid environment, or that the parts have been exposed to direct sunlight, pollution, dust and sand to an extent that exceeds what would follow from normal operation.
- The lift has not been maintained in compliance with the schedule in the applicable Aritco Operation and Maintenance Manual and the requirements set forth in this product warranty and/or records of such service and maintenance is not made available upon Aritco's request.

### **HOW TO OBTAIN WARRANTY COVERAGE**

An End-user who wishes to obtain warranty coverage for a defect shall notify the Aritco Partner who is servicing the defect lift without undue delay. Such notification shall be made in writing and shall state the nature of the defect. If the End-user is unable to reach the Aritco Partner, such a written notice mentioned above shall be given directly to Aritco, to the address stated in this document. The End-user must provide Aritco and the Aritco Partner with reasonable access to the lift and provide a reasonable opportunity to inspect and repair the lift. If the service provided is deemed not to be covered by the product warranty, the end-user shall pay for all related labour and material and any other expenses associated with the inspection and repair.

## WHAT IS NOT COVERED

This product warranty does not cover:

- Routine maintenance items or adjustments
- Normal wear and tear
- Faded paint
- Oil changes
- Any defects to batteries
- Labour and travel expenses outside of normal working hours, if requested by the Enduser.

For the avoidance of doubt, the only remedies available under this product warranty are repair or replacement and consequently the product warranty does not cover expenses related to storage, telephone, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages.

Further, this product warranty does not cover damage caused by any of the following:

- Abuse, abnormal use, accident, improper service, alteration, or removal of parts
- Operation of the lift in a manner inconsistent with the recommended operation and duty-cycle
- Improper installation (proper installation specifications and techniques are set forth in the installation instructions for the lift)
- Use of an accessory or part that was not manufactured, sold, or tested by Aritco
- Operation with oils, or lubricants, that are not suitable for use with the lift
- Installation of a lift in an environment or application not in line with Aritco's recommendation
- Defects due to faulty maintenance, incorrect installation, or faulty repair by the Aritco Partner (for the avoidance of doubt, it is noted that this shall not affect any rights the End-user may have according to law or contract in relation to the Aritco Partner due to such defects).

## PARTIAL INVALIDITY AND END-USER'S RIGHTS BASED ON OTHER LEGAL OR CONTRACTUAL GROUNDS

Aritco's product warranty does not affect the end-user's claims based on statutory warranty law. Claims based on the statutory warranty against the seller of the Aritco lift remain free of charge for the end-user.

The End-user may thus be entitled to claim remedies due to defects, faults or lack of conformity towards an Aritco Partner in situations which would not entitle the End-user to present any claims towards Aritco according to this warranty, for instance based on contract between the End-user and an Aritco Partner, statutory warranty laws, or product warranties offered by an Aritco Partner. For the avoidance of doubt, no such contract or warranty entered or offered by an Aritco Partner, or such legal rule which exclusively places an obligation on an Aritco Partner shall be enforceable against Aritco.

Further, if any provision of this product warranty (or the application thereof) shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, including due to mandatory application of statutory consumer law, which places more far-reaching obligations on Aritco than follows from this product Warranty, the remaining provisions of this product warranty shall continue in full force and effect. The product warranty shall in such case be interpreted and applied in such manner so that, as far as is possible, the spirit of this product warranty and the purposes and intent is preserved.

#### **GOVERNING LAW AND DISPUTES**

Unless the End-user is a private person and mandatory statutory laws in the End-user's country apply to this product warranty and/or the courts of the End-user's country shall be competent to settle a particular dispute, controversy or claim arising out of or in connection with this product warranty according to such laws of the End-user's country, (a) and/or (b) below shall apply.

(a) This product warranty shall be governed by and construed in accordance with the laws of Sweden.

(b) Any dispute, controversy or claim arising out of or in connection with this product warranty shall be settled by a Swedish court of general jurisdiction and the Stockholm District Court (Sw. *Stockholms tingsrätt*) shall be the court of first instance.